

Form PTO-1594  
(rev 06/04)**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**U. S. Department of Commerce  
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

**1. Name of conveying party(ies)/Execution Date(s):****Applied Systems, Inc.**  
**200 Applied Parkway**  
**University Park, IL 60466**☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation  
☐ Other \_\_\_\_\_Citizenship DelawareExecution Date(s) September 26, 2006Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**2. Name and Address of receiving party(ies)**Additional name(s) & address(es) attached? ☐ Yes ☒ NoName: Credit Suisse, Cayman IslandsBranch

Internal Address: \_\_\_\_\_

Street Address: Eleven Madison AvenueCity: New YorkState: New YorkCountry: U.S. Zip: 10010☐ Association – Citizenship \_\_\_\_\_☐ General Partnership – Citizenship \_\_\_\_\_☐ Limited Partnership – Citizenship \_\_\_\_\_☐ Limited Liability Company – Citizenship \_\_\_\_\_☒ Other BankCitizenship SwitzerlandIf assignee is not domiciled in the United States, a domestic representative designation is attached ☐ Yes ☒ No**3. Nature of conveyance:**☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Government Interest Assignment  
☒ Other Trademark Security Agreement**4. Application number(s) or registration number(s):**

A. Trademark Application No(s).

78678549	78678396	78914025
78949242	78949259	78949128
78949118		

B. Trademark Registration No(s).

2749515	2377187	2824880
2621083	1347333	3038629

Additional numbers attached? ☐ Yes ☒ No**5. Name and address of party to whom correspondence concerning document should be mailed:****Jennifer Ward**  
**Skadden, Arps, Slate, Meagher & Flom LLP**  
**Four Times Square**  
**New York, NY 10036-6522**

Tel: (212) 735-3059

Fax: (917) 777-3059

Jward@skadden.com

**6. Total number of applications and registrations involved:**13**7. Total fee (37 CFR 1.21(h) and 3.41) \$340**☒ All fees and any deficiencies are authorized to be charged to Deposit Account  
(Our Ref. 217730/1994)**8. Payment Information**Deposit Account No. 19-2385Authorized user Name: Stephanie Y. Grenald**9. Signature.**

Signature

Jennifer Ward

Name of Person Signing

October 11, 2006

Date

Total number of pages including cover sheet, and documents:

6

## Trademark Security Agreement

**Trademark Security Agreement**, dated as of September 26, 2006, made by Applied Systems, Inc., a Delaware corporation (the "**Grantor**"), in favor of CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as collateral agent (together with its successors in such capacity, the "**Grantee**") for the Secured Parties referred to in the Credit Agreement, dated as of September 26, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among BC ASI Capital II, Inc., a Delaware corporation, BC Yosemite Holdings, Inc., a Delaware corporation (to be renamed Applied Systems, Inc. on the Closing Date (as defined in the Credit Agreement)), Credit Suisse, Cayman Islands Branch, as Administrative Agent, as Collateral Agent, as Swing Line Lender and as L/C Issuer, the several banks and other financial institutions or entities from time to time party thereto as lenders (collectively, the "**Lenders**"), Credit Suisse Securities (USA) LLC and J.P. Morgan Securities Inc., as joint bookrunners and as joint lead arrangers, and JPMorgan Chase Bank, N.A., as syndication agent.

### WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement, dated as of September 26, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, the Grantor hereby agrees with the Grantee as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** As security for the payment or performance, as the case may be, in full of the Obligations, including the Guarantees, the Grantor hereby assigns and pledges to the Grantee, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Grantee, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "**Security Interest**") in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, slogans, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, whether registered or unregistered, now existing or hereafter adopted, acquired or assigned to, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the U.S. Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I attached hereto, together with (ii) any and all (A) rights and privileges arising under applicable Law with respect to such Grantor's use of any trademarks, (B) reissues, continuations, extensions and renewals thereof and amendments thereto, (C) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including

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damages, claims and payments for past, present or future infringements thereof, (D) rights corresponding thereto throughout the world and (E) rights to sue for past, present and future infringements thereof; and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Grantee pursuant to the Security Agreement, and the Grantee and the Grantor hereby acknowledge and affirm that the rights and remedies of the Grantee with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[signature page follows]

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

APPLIED SYSTEMS, INC.,  
as Grantor

By: 

Name: Thomas B. Clark  
Title: Assistant Treasurer

Accepted and Agreed:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,  
as Grantee

By: 

Name:

PHILLIP HO

Title:

DIRECTOR

By: 

Name:

SHAHEEN MALIK

Title:

ASSOCIATE

[Signature page to Trademark Security Agreement]

TRADEMARK  
REEL: 003409 FRAME: 0268

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**UNITED STATES TRADEMARKS:**

<i>U.S. Trademark Registrations</i>			
<u>Owner</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Applied Systems, Inc.	Applied ConneXion	08/12/03	2749515
Applied Systems, Inc.	Applied Systems	8/15/00	2377187
Applied Systems, Inc.	<u>Fax@vantage</u>	03/23/04	2824880
Applied Systems, Inc.	INSCOPE	09/17/02	2621083
Applied Systems, Inc.	The Agency Manager	07/09/85	1,347,333
Applied Systems, Inc.	Vision	1/10/06	3038629
Applied Systems Canada Inc.	Le Gestionnaire D'Agence	02/15/85	TMA299981
Applied Systems Canada Inc.	The Agency Manager	10/17/02	TMA569021

<i>U.S. Trademark Applications</i>		
<u>Mark</u>	<u>Filing Date</u>	<u>Serial No.</u>
Alerts!	07/26/05	78678549
Applied Systems Logo (Red, White, Blue)	07/26/05	78678396
TAM	06-22-06	78914025
TAMOnline	08/10/06	78949242
VisionOnline	08-10-06	78949259
OUR SOFTWARE IS JUST THE BEGINNING.	08-10-06	78949128
THE POWER TO MAKE YOU MORE PROFITABLE.	08-10-06	78949118